

Operational Policy Direction for the Ongoing Contract

1. GENERAL GUIDANCE

1.1. The TRDP benefit must include all the services listed in Attachment 4. Where specific requirements of this contract or the benefits authorized by law conflict with the contractor's standard policy, the law and requirements of this document shall prevail.

1.2. New TRDP enrollments are allowed only under the Enhanced Program. The Basic Program is closed to new enrollments.

1.3. Coverage currently available under the Basic Program shall continue for current Basic Program enrollees for the life of this contract, so long as they remain continuously enrolled, eligible, and current on premium payments.

1.4. Determinations of dental necessity and appropriateness for coverage shall be made in accordance with generally accepted principles of dental practice and the contractor's standard practices.

1.5. The preemption of U.S. state and local law under auspices of 10 U.S.C. 1103(a) applies to this program. There will, however, be no preemption of Canadian laws or regulations. See 32 CFR 199.22(1).

1.6. Insurer remuneration shall be entirely through premiums collected from enrolled beneficiaries. Where sufficient retired pay is available, premiums must, by law, be withheld from the service member's retired pay. See Premium Payments, below, for details of the procedure to be followed in effectuating such deductions. Premiums which are not paid by withholding from retired pay may be collected directly from the enrollee in accordance with the contractor's standard practice. However, the contractor shall allow for payment by the enrollee on a monthly basis (i.e., with the exception of the initial premium payment due upon enrollment, enrollees may not be required to pay more than one month's premium in a single payment).

1.7. The contractor may impose certification standards that are traditionally required of their providers under other programs or contracts.

1.8. The contractor will not be able to verify eligibility via query of the Defense Enrollment Eligibility Reporting System (DEERS), either upon initial enrollment or upon claims adjudication. Eligibility may be verified by examination of the enrollee's retiree or family member ID card, retirement orders, DD Form 214 or other similar documentation. Enrollment may not be denied to any individual who presents appropriate evidence of eligibility, regardless of the DEERS response.

2. ENROLLMENT PERIODS, LOCK-INS AND LOCK-OUTS

2.1. Once an individual has enrolled, he/she must remain enrolled for an initial enrollment period of 12 months. Enrollees must submit a payment equivalent to two months' premium with their enrollment application. Any unused portion of that payment shall be automatically refunded by the date the ongoing premium payment mechanism has been established, which is generally no later than the end of two months.

2.2. After satisfying the initial 12-month enrollment period, an enrollee shall remain enrolled on a month-to-month basis, without further election

required on the part of the enrollee. The enrollee must initiate positive action to disenroll.

2.3. Disenrollment during the initial 12 month period for any reason, except voluntary disenrollment for cause as discussed in paragraph 2.5.2. below, will result in a lock-out period of 12 months. During the lock-out period reenrollment will not be permitted. Failure to make monthly renewal premium payments or loss of eligibility will result in the enrollee's disenrollment.

2.4. Following the lock-out period, eligible persons will be able to reenroll for another minimum 12-month period if they so choose. Such reenrollments shall be treated as new enrollments, and the 12-month enrollment period and waiting period shall apply.

2.5. An enrollee may submit to the contractor a request for voluntary termination of TRDP coverage before the completion of the customary initial enrollment period. The contractor shall then make a formal determination on whether the enrollee qualifies to be disenrolled under any of the following exceptions.

2.5.1. Enrollment grace period. Regardless of the reason, TRDP coverage shall be cancelled upon request from an enrollee, if the request is received by the contractor within 30 calendar days following the enrollment effective date and if there has been no use of TRDP benefits under the enrollment. If such is the case, the enrollment shall be voided and all premium payments refunded. However, any use of TRDP benefits during this 30-day enrollment grace period shall constitute acceptance by the enrollee of the enrollment and the enrollment period commitment. In this case, a request for termination of enrollment will not be honored, and premiums will not be refunded.

2.5.2. Extenuating circumstances. Under limited circumstances, TRDP enrollees shall be disenrolled by the contractor upon request by an enrollee, before the completion of the in enrollment period commitment, if the enrollee submits written, factual documentation that independently verifies that one of the following extenuating circumstances occurred during the enrollment period. In general, the circumstances must have been unforeseen and be long-term, and must have originated after the effective date of TRDP coverage.

2.5.2.1. The enrollee is a Federal employee who has received an assignment to a location outside the jurisdiction of the TRDP that prevents utilization of TRDP benefits,

2.5.2.2. The enrollee is prevented by a serious medical condition from being able to utilize TRDP benefits, or

2.5.2.2. The enrollee would suffer severe financial hardship by continuing TRDP enrollment.

2.5.3. Effective date of voluntary termination. For cases determined to qualify for disenrollment under the grace period provisions, enrollment is completely nullified effective from the beginning date of coverage. For cases determined to qualify for disenrollment under the extenuating circumstances provisions, the effective date of disenrollment is the first of the month following the contractor's initial determination on the disenrollment request or the first of the month following the last use of TRDP benefits under the enrollment, whichever is later.

2.5.4. An enrollee has the right to appeal to TMA the contractor's determination that a disenrollment request does not qualify under the preceding paragraphs. The enrollee may appeal that determination by

submitting a written request to TMA with a copy of the contractor's determination notice and relevant documentation supporting the disenrollment request. This appeal must be received by TMA within 60 days of the date on the contractor's determination notice. The burden of proof is on the enrollee to establish affirmatively by substantial evidence that the enrollee qualifies to be disenrolled. TMA will issue written notification to the enrollee and the contractor of its appeal determination within 60 days from the date of receipt of the appeal request. The decision of TMA is final.

2.6. By law, TRICARE Retiree Dental Program coverage also ends when the member's entitlement to retired pay is terminated, the member's status as a member of the Retired Reserve is terminated, status as a Medal of Honor recipient is terminated, a dependent child loses his/her eligible child dependent status, or the surviving spouse remarries.

3. PREMIUM PAYMENTS

3.1 The government will not be liable for any premium cost under this contract. Insurer remuneration shall be entirely through premiums collected from enrolled beneficiaries.

3.1.1. Premium Payment Via Deduction. The monthly premium deduction process and file layouts are documented in the "Support Service Agreement" at Section J, Attachment 6.

3.1.1.1. By the 10th of each month, the TRDP contractor shall provide DFAS, USCG and PHS the TRDP Premium Deduction File electronically containing the previous month's enrollment starts to begin premium deductions together with changes in amount of premiums and stop-premium transactions for members already enrolled, as appropriate.

3.1.1.2. DFAS, USCG and PHS will each process the electronic file against their retired pay systems in the month in which the file was received and withhold premiums for those retirees who have pay available. No partial premium payments will be withheld.

3.1.1.3. By the 26th of the month in which the file was received, DFAS, USCG and PHS will each prepare files of "no matches", i.e., rejects for whatever reason, and send it to the TRDP contractor for the contractor to bill and collect.

3.1.1.4. By the 28th of the month in which the file was received, DFAS, USCG and PHS will each forward a file identifying the deductions and no deductions to the TRDP contractor for all enrollees in their pay systems.

3.1.1.5. By the 1st of the month following the month in which the file was received, DFAS, USCG and PHS will each forward, by electronic funds transfer (EFT), all premiums collected for the previous month to the contractor's financial institution.

3.1.1.6. DFAS, USCG and PHS premium collection for enrolled retirees will continue in the pay systems until changed or stopped by the contractor. Monthly files from the TRDP contractor will contain only records to start a premium deduction, to increase or decrease a premium deduction, and to stop a deduction.

3.1.2. For those premiums that have been withheld from the member's retired pay, for all individuals who are entitled to such pay, the government will

render payment to the contractor on a monthly basis via EFT. The contractor shall submit information, as applicable, to establish the EFT to the payment offices listed below no later than 15 work days prior to the start work date of the contract:

- The solicitation number (or other procurement identification number).
- The offeror's name and remittance address, as stated in the offer.
- The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- The offeror's account number and the type of account (checking, savings, or lockbox).
- If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receive of the wire transfer payment.

3.1.2.1. For DFAS-Cleveland:

Defense Finance and Accounting Service-Cleveland Center/DPRAS
P.O. Box 99191
Cleveland, OH 44199-1126

Point of Contact: Ms.Connie Gordon
Voice: (216) 522-6332
Fax: (216) 522-6424
E-Mail: concetta.gordon@dfas.mil

3.1.2.2. For the United States Coast Guard:

U.S. Coast Guard
ATTN: Human Resources Service Information Center
444 Southeast Quincy
Topeka, KS 66683

Point of Contact: Ms.Marguerite Kennedy
Voice: (785) 339-3657
Fax: (785) 339-3785
E-Mail: mkennedy@hrsic.uscg.mil

3.1.2.3. For the United States Public Health Service:

U.S. Public Health Service
5600 Fishers Lane, Room 4-50
Rockville, MD 20857

Point of Contact: CAPT. Robert Carolan
Voice: (301) 594-2963
Fax: (301) 594-2711
E-Mail: rcarolan@psc.gov